

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That, as evidenced by the Verified Statement of Lien recorded in the records of the Judge of Probate of Shelby County, Alabama on September 8, 2022, as instrument no. 20220816000320260 and amended by the Amended Verified Statement of Lien recorded in the aforesaid records as instrument no. 20220908000349900 on September 19, 2022 (the "**Lien**"), Brown Lumber & Building Supply, Inc. ("**Brown Lumber**") claims a lien against the real property commonly known as 145 Bolivar Circle, Chelsea, Alabama 35043 and more particularly described as follows (the "**Property**"):

Lot 420, according to map and survey of Lime Creek Phase 4 at Chelsea Preserve, as recorded in Map Book 37, Page 97, in the Probate Office of Shelby County, Alabama;

That, on or about April 7, 2022, the Laura Machen Pearson and Zachary Blake Pearson had executed and delivered a mortgage, granting to Mortgage Electronic Registration Systems, Inc., as nominee for Interline Mortgage Services, LLC ("**MERS**") and all assigns thereof, legal title to the Property as security for a purchase money loan (the "**Mortgage**"), which Mortgage is recorded as instrument no. 20220414000155260 in the records of the Judge of Probate of Shelby County, Alabama;

That, by that Corporate Assignment of Mortgage recorded as instrument no. 20221209000447310 in the records of the Judge of Probate of Shelby County, Alabama, MERS assigned the Mortgage to Fifth Third Bank, N.A. ("**Fifth Third**");

That Brown Lumber has agreed that its Lien and all claims and indebtedness related to it shall be subordinate to the Mortgage and all rights thereunder;

Therefore, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Brown Lumber, for itself and its legal representatives, successors, and assigns does hereby covenant, consent and agree with Fifth Third, and its legal representatives, successors, and assigns, that the Lien and all claims and indebtedness related thereto are and shall continue to be subject and subordinate to the Mortgage, all rights thereunder, and all interests created thereby.

Brown Lumber further agrees that any sale of the Property under, by virtue of, or in any way connected with the Lien, whether by judicial proceedings, public auction and outcry, or private sale, shall be made expressly subject to the aforesaid Mortgage.

This agreement and subordination shall in no way affect or impair the rights of Brown Lumber, its legal representatives, successors, or assigns, to foreclose or sell under the Lien in any manner prescribed by contract or law, all of the lands, hereditaments and appurtenances and estates therein, save and except the rights, titles, estates and privileges of Fifth Third and its successors or

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assigns under the Mortgage, including any renewals or extensions of the Mortgage, and any foreclosures or sales of the Property under the Lien shall expressly except and be subject to Mortgage, any renewals or extensions thereof, and Fifth Third's rights thereunder or those of its successors or assigns.

This agreement shall be binding upon Brown Lumber and the successors and assigns of Brown Lumber and inure to the benefit of Fifth Third and the successors and assigns of Fifth Third.

IN WITNESS WHEREOF, Brown Lumber has signed and sealed this Agreement this 18 day of June, 2023.

**BROWN LUMBER & BUILDING SUPPLY, INC.**

By: Andrew Brown IV  
Andrew Brown IV

Its: Vice President

State of Alabama

County of Shelby

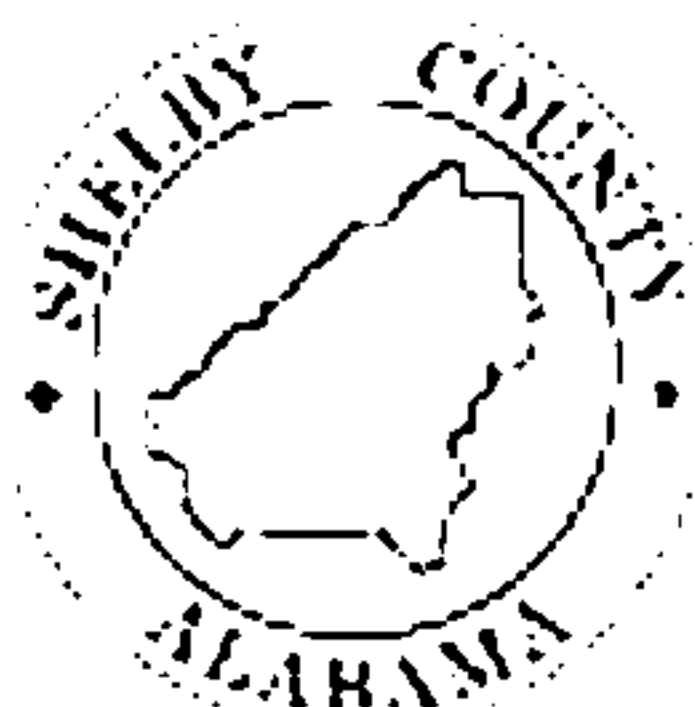
Before me, Heather S. McLeod, a notary public in and for said county in said state, appeared Andrew Brown IV, Vice President of Brown Lumber & Building Supply, Inc., who is known to me and whose name is signed to the foregoing Subordination Agreement, and acknowledged to me that, being informed of the contents of the Subordination Agreement, he signed the same voluntarily, of his own free will, and for the purpose of binding Brown Lumber & Building Supply, Inc., to the terms thereof.

Heather S. McLeod  
Notary Public

My Commission Expires: 01-06-2025

Instrument prepared by:

Austin E. James  
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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/05/2023 03:42:37 PM  
\$29.00 BRITTANI  
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Alvin S. Bayl